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Rule 21 Readiness Services

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153-0119



Contract Work Authorization (CWA)

This is Change Order ("CO") 001 to Contract Work Authorization Matter Number 14766 dated 04/24/2018 (the "CWA") and is issued under and pursuant to the Blanket Agreement or Master Service Agreement No. 4400011341 dated 01/17/2017 (the "MSA"), between the below-named Contractor ("Contractor"), a Delaware Limited Liability Partnership, and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. Contractor shall perform all Work under this CWA pursuant to and in accordance with the terms and conditions of the MSA.

Contractor's Legal Name:	PricewaterhouseCoopers LLP	This Change Order consists of 4 pages.
Contractor's Address:	Los Angeles, CA	
Project Name: CPUC - Rule 21 - Phase 1 Readiness Assessment & Roadmap		
Job Location: PG&E specified locations		

CHANGES: The Parties hereby modify the Contract Work Authorization referenced above as follows:

This CO No. 001 amends CWA 14766 as follows:

- 1) The section entitled, "**A. Services to be provided**" of Attachment 1 – Scope of Work, Inter-connection support - Current State and Gap Analysis, 2019, is deleted in its entirety and replaced with the following:

A.Services to be provided:

The following outlines Services to be provided by PwC to PG&E's Electric Distribution Interconnection business units, which will be performed in calendar year 2019 and 2020.

PG&E uses a dedicated system to process and host customer requests for generation interconnection. In an effort to improve customer service, PG&E records a number of data points to measure the response to customer interconnection requests. The data points are used to measure the timeliness of the resolution of customer interconnection requests based on certain established timelines.

PwC will assist PG&E management to: (i) analyze the results from a data analysis previously conducted by PG&E to identify exceptions where the generation interconnection process timelines were not met (i.e., "Exceptions"), and (ii) identify the potential root causes of the Exceptions.

Consultant will work collaboratively with PG&E stakeholders to:

- a. Root Cause Analysis
 - i. Conduct interviews and working sessions with PG&E process and/or systems owners to analyze a PG&E-defined number of Exceptions. The analysis will be focused on understanding the potential root cause behind what was potentially different about the process for the selected Exceptions relative to other requests that typically fall within the expected timelines. PwC will then work collaboratively with PG&E stakeholders to: (a) categorize the root causes for each analyzed Exception, and (b) identify related categories of recommendations to address the identified Exceptions.
- b. Recommendations
 - i. Document supporting background information from the above root cause analysis and the related recommendations for management's consideration, to assist PG&E with its efforts to remediate the process(es) that permitted the Exceptions to occur.

For the avoidance of doubt, working collaboratively on the Services described herein is intended to encompass PwC working jointly with PG&E stakeholders in workshops, interviews, and meetings to discuss and provide perspectives, analyze

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information, facilitate PG&E's decisions and other determinations, and provide direction to the PwC project team. PwC will facilitate the workshops, interviews and meetings, and share perspectives and feedback for PG&E's consideration based on our understanding of current industry practices and regulatory expectations. PwC and PG&E will jointly develop the Deliverables based on PG&E's comments, input, feedback and direction.

Set forth below are the key activities to be performed and deliverables ("Deliverables") to be provided in connection with the Services provided under this SOW. All Deliverables will be non-PwC branded and will be prepared in draft for PG&E's review and approval prior to use by PG&E.

PwC Activities	PG&E Activities	Non-PwC Branded Deliverables
Root Cause Analysis and Recommendations		
<ul style="list-style-type: none"> • Work collaboratively and iteratively with PG&E process and/or system owners and other stakeholders to perform root cause analysis (as described above) related to the Exceptions • Capture key takeaways for each root cause analysis, and draft recommendation(s), (as described above) for next steps to help PG&E remediate the Exceptions 	<ul style="list-style-type: none"> • Provide PwC with timely access to necessary information, data and documentation to perform the Services • Work collaboratively and iteratively with PwC to conduct the Root Cause Analysis and to develop the recommendations 	<ul style="list-style-type: none"> • Draft documented key takeaways based on the results from the root cause analyses, and recommendation(s) for next steps to assist PG&E with its efforts to remediate its process(es)

By "advise" or "provide advice," PwC means that it will share its industry experience, subject-matter knowledge and/or knowledge of current industry practices for PG&E's consideration in addressing PG&E's objectives and/or PwC will provide subject-matter advice in response to queries from PG&E management or based upon observations of PG&E's efforts.

2) The section entitled "**B. Proposed Team Leadership Structure**" is deleted in its entirety and replaced with the following:

The PwC resources will have the experience with the subject matter and activities contained within this SOW in order to perform the Services. Where necessary, additional resources may be added to the list below. If, for any reason, PwC has to replace one of the PwC team members, PwC will work with the PG&E project sponsor to provide a suitable replacement.

Name	Title
Sunita Suryanarayan	Principal, Engagement Lead
Amanda Herron	Partner, Compliance and Regulatory
Andrew Line	Director, Engagement Director

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Colin Nakagaki	Director, Data Specialist
Jon Chevalier	Manager, Compliance and Regulatory
Jason Nolte	Manager, Compliance and Regulatory
Nicole Lowrie	Senior Associate, Data Specialist

3) The section entitled “C. Level of effort for services” is deleted in its entirety and replaced with the following:

Consultant’s professional fees for the Services are based on a range of hours and a blend of resources using the PG&E rate card. PwC will work with PG&E to refine these estimates based on final staff selected, nature of work, and allocation of internal PG&E resources to the respective project work streams.

Area	Estimated Effort (hours)	Estimated Fee
Root Cause Analysis and Recommendation	235	\$98,000
Total	235	\$98,000

PwC will bill PG&E for out-of-pocket expenses. Such out-of-pocket expenses include, but are not limited to, travel, meals, accommodations, report printing, and per-ticket charges for booking travel.

In the event of a change in the project timeline, an analysis of the impact to fees will be performed to determine the need for an adjustment to the fee estimate. PwC’s fee estimate is based on the current project schedule and access to the information and personnel needed to perform the Services under this SOW. Any significant PG&E delays in providing access to the project materials or information needed to perform the Services or any other significant change to the project schedule could impact the overall effort associated with this SOW and PwC’s related fees.

4) The section entitled ”D. Schedule” is deleted in its entirety and replaced with the following:

PwC will work with PG&E work supervisors to define a project schedule that addresses PG&E’s planned milestones for 2019 and 2020.

Set forth below are the estimate start and end dates for the Services and Deliverables to be provided under this SOW:

Estimate SOW Start Date: April 15th, 2019

Estimate SOW End Date: February 28, 2020

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Period of Performance: Upon execution of this CO No. 001 to the CWA 14766, the CWA 14766 Term for the provision of the Services is extended from June 28, 2019 to February 28, 2020

PRICING CHANGES	Previous Total CWA Value:	\$98,000
	Addition or Deduction:	\$0
	Revised Total CWA Value:	\$98,000

All other terms and conditions of the CWA 14766, as it may have been amended by previous CWA Change Order(s) if any, shall remain the same.

THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CWA CHANGE ORDER NO. 001.

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: PRICEWATERHOUSECOOPERS LLP	
Signature	DocuSigned by: <i>Richard Cordova</i>	Signature	<i>Sunita</i>
Name	A012C62C8FC147C... Richard Cordova	Name	Sunita Suryanarayan
Title	Sourcing Portfolio Manager	Title	Principal
Date	1/17/2020	Date	January 9, 2020

ADMINISTRATION

PG&E Negotiator	Marcos Imperial	Contractor Representative	Sunita Suryanarayan
Phone	925-216-1872	Phone	+1 (310) 709 5460
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Accounting Reference			

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